

1 Valuation of Security

0 Assumption of Executory Contract or Unexpired Lease

0 Lien Avoidance

Last revised: August 1, 2020

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEYIn Re: Candido Franco Jr.Case No.: 17-19073

Debtor(s)

Judge: Papalia

## Chapter 13 Plan and Motions

 Original Modified/Notice Required Motions Included Modified/No Notice RequiredDate: 10/08/2020THE DEBTOR HAS FILED FOR RELIEF UNDER  
CHAPTER 13 OF THE BANKRUPTCY CODE

## YOUR RIGHTS WILL BE AFFECTED

You should have received from the court a separate *Notice of the Hearing on Confirmation of Plan*, which contains the date of the confirmation hearing on the Plan proposed by the Debtor. This document is the actual Plan proposed by the Debtor to adjust debts. You should read these papers carefully and discuss them with your attorney. Anyone who wishes to oppose any provision of this Plan or any motion included in it must file a written objection within the time frame stated in the Notice. Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. This Plan may be confirmed and become binding, and included motions may be granted without further notice or hearing, unless written objection is filed before the deadline stated in the Notice. The Court may confirm this plan, if there are no timely filed objections, without further notice. See Bankruptcy Rule 3015. If this plan includes motions to avoid or modify a lien, the lien avoidance or modification may take place solely within the chapter 13 confirmation process. The plan confirmation order alone will avoid or modify the lien. The debtor need not file a separate motion or adversary proceeding to avoid or modify a lien based on value of the collateral or to reduce the interest rate. An affected lien creditor who wishes to contest said treatment must file a timely objection and appear at the confirmation hearing to prosecute same.

**The following matters may be of particular importance. Debtors must check one box on each line to state whether the plan includes each of the following items. If an item is checked as "Does Not" or if both boxes are checked, the provision will be ineffective if set out later in the plan.**

## THIS PLAN:

DOES  DOES NOT CONTAIN NON-STANDARD PROVISIONS. NON-STANDARD PROVISIONS MUST ALSO BE SET FORTH IN PART 10.

DOES  DOES NOT LIMIT THE AMOUNT OF A SECURED CLAIM BASED SOLELY ON VALUE OF COLLATERAL, WHICH MAY RESULTS IN A PARTIAL PAYMENT OR NO PAYMENT AT ALL TO THE SECURED CREDITOR. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

DOES  DOES NOT AVOID A JUDICIAL LIEN OR NONPOSSESSORY, NONPURCHASE-MONEY SECURITY INTEREST. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

Initial Debtor(s)' Attorney: JLM

Initial Debtor: CF

Initial Co-Debtor: \_\_\_\_\_

**Part 1: Payment and Length of Plan**

a. The debtor shall pay \$600.00 per Month to the Chapter 13 Trustee, starting on October 1, 2020 for 44 months.

b. The debtor shall make plan payments to the Trustee from the following sources:

Future earnings

Other sources of funding (describe source, amount and date when funds are available):

c. Use of real property to satisfy plan obligations:

Sale of real property

Description: \_\_\_\_\_

Proposed date for completion: \_\_\_\_\_

Refinance of real property:

Description: \_\_\_\_\_

Proposed date for completion: \_\_\_\_\_

Loan modification with respect to mortgage encumbering property:

Description: \_\_\_\_\_

Proposed date for completion: \_\_\_\_\_

d.  The regular monthly mortgage payment will continue pending the sale, refinance or loan modification.

e.  Other information that may be important relating to the payment and length of plan:

**Part 2: Adequate Protection  None**

a. Adequate protection payments will be made in the amount of \$ \_\_\_\_\_ to be paid to the Chapter 13 Trustee and disbursed pre-confirmation to \_\_\_\_\_ (creditor).

b. Adequate protection payments will be made in the amount of \$ \_\_\_\_\_ to be paid directly by the debtor(s) outside the Plan, pre-confirmation to: \_\_\_\_\_ (creditor).

**Part 3: Priority Claims (Including Administrative Expenses)**

a. All allowed priority claims will be paid in full unless the creditor agrees otherwise:

Creditor	Type of Priority	Amount to be Paid
CHAPTER 13 STANDING TRUSTEE	ADMINISTRATIVE	AS ALLOWED BY STATUTE
ATTORNEY FEE BALANCE	ADMINISTRATIVE	BALANCE DUE: \$0.00
DOMESTIC SUPPORT OBLIGATION		\$0.00
NY State Dept of Taxation	Taxes & certain other debts	\$7,148.17

b. Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount: Check one:

None

The allowed priority claims listed below are based on a domestic support obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim pursuant to 11 U.S.C.1322(a)(4):

Creditor	Type of Priority	Claim Amount	Amount to be Paid

**Part 4: Secured Claims**

a. Curing Default and Maintaining Payments on Principal Residence

NONE

The Debtor shall pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor shall pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

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Creditor	Collateral or Type of Debt	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)
Specialized Loan Servicing	849 Gibbons Court Elizabeth, NJ 07202 Union County	\$30,037.67	2.00%	\$30,638.42 \$1,594.35

**b. Curing and Maintaining Payments on Non-Principal Residence & other loans or rent arrears:**

**NONE**

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor will pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)

c. Secured claims excluded from 11 U.S.C. 506:

**NONE**

The following claims were either incurred within 910 days before the petition date and are secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or incurred within one year of the petition date and secured by a purchase money security interest in any other thing of value:

Name of Creditor	Collateral	Interest Rate	Amount of Claim	Total to be Paid Through the Plan Including Interest Calculation

**d. Requests for valuation of security, Cram-down, Strip Off & Interest Rate Adjustments**

**NONE**

1.) The debtor values collateral as indicated below. If the claim may be modified under Section 1322(b)(2), the secured creditor shall be paid the amount listed as the "Value of the Creditor Interest in Collateral," plus interest as stated. The portion of any allowed claim that exceeds that value shall be treated as an unsecured claim. If a secured claim is identified as having "NO VALUE" it shall be treated as an unsecured claim.

**NOTE: A modification under this Section ALSO REQUIRES the appropriate motion to be filed under Section 7 of the Plan.**

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor Interest in Collateral	Annual Interest Rate	Total Amount to be Paid

2.) Where the Debtor retains collateral and completes the Plan, payment of the full amount of the allowed secured claim shall discharge the corresponding lien.

e. **Surrender**

**NONE**

Upon confirmation, the stay is terminated as to surrendered collateral only under 11 U.S.C. 362(a) and that the stay under 11 U.S.C. 1301 be terminated in all respects. The Debtor surrenders the following collateral:

Creditor	Collateral to be Surrendered	Value of Surrendered Collateral	Remaining Unsecured Debt
Signature Financial	New York City Taxi Medallion	\$550,000.00	\$0.00

f. Secured Claims Unaffected by the Plan  **NONE**

The following secured claims are unaffected by the Plan. 

The following secured claims are unaffected by the Plan:

g. Secured Claims to be Paid in Full Through the Plan:  NONE

**NONE**

Creditor	Collateral	Total Amount to be Paid Through the Plan
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**Part 5: Unsecured Claims** **NONE****a. Not separately classified** allowed non-priority unsecured claims shall be paid:

Not less than \$0.00 to be distributed *pro rata*  
 Not less than 25.00% percent  
 *Pro Rata* distribution from any remaining funds

**b. Separately classified unsecured** claims shall be treated as follows:

Creditor	Basis of Separate Classification	Treatment	Amount to be Paid

**Part 6: Executory Contracts and Unexpired Leases** **NONE**

(NOTE: See time limitations set forth in 11 U.S.C. 365(d)(4) that may prevent assumption of non-residential real property leases in this Plan.)

All executory contracts and unexpired leases are rejected, except the following, which are assumed:

Creditor	Arrears to be Cured in Plan	Nature of Contract or Lease	Treatment by Debtor	Post-Petition Payment

**Part 7: Motions**  **NONE**

**NOTE:** All plans containing motions must be served on all affected creditors, together with local form, *Notice of Chapter 13 Plan Transmittal*, within the time and in the manner set forth in D.N.J. LBR 3015-1. A *Certification of Service* must be filed with the Clerk of Court when the plan and transmittal notice are served.

**a. Motion to Avoid Liens Under 11. U.S.C. Section 522(f).**  **NONE**

The Debtor moves to avoid the following liens that impair exemptions:

Creditor	Nature of Collateral	Type of Lien	Amount of Lien	Value of Collateral	Amount of Claimed Exemption	Sum of All Other Liens Against the Property	Amount of Lien to be Avoided

**b. Motion to Avoid Liens and Reclassify Claim from Secured to Completely Unsecured.**

The Debtor moves to reclassify the following claims as unsecured and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Schedule Debt	Total Collateral Value	Superior Liens	Value of Creditor's Interest in Collateral	Total Amount of Lien to be Reclassified

**c. Motion to Partially Void Liens and Reclassify Underlying Claims as Partially Secured and Partially Unsecured.**  **NONE**

The Debtor moves to reclassify the following claims as partially secured and partially unsecured, and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Amount to be Deemed Secured	Amount to be Reclassified as Unsecured

**Part 8: Other Plan Provisions****a. Vesting of Property of the Estate**

Upon confirmation  
 Upon discharge

**b. Payment Notices**

Creditors and Lessors provided for in Parts 4, 6 or 7 may continue to mail customary notices or coupons to the Debtor notwithstanding the automatic stay.

**c. Order of Distribution**

The Trustee shall pay allowed claims in the following order:

- 1) Ch. 13 Standing Trustee commissions
- 2) Administrative Claims
- 3) Secured Claims
- 4) Unsecured Claims

**d. Post-Petition Claims**

The Trustee  is,  is not authorized to pay post-petition claims filed pursuant to 11 U.S.C. Section 1305(a) in the amount filed by the post-petition claimant.

**Part 9: Modification  NONE**

**NOTE: Modification of a plan does not require that a separate motion be filed. A modified plan must be served in accordance with D.N.J. LBR 3015-2.**

If this Plan modifies a Plan previously filed in this case, complete the information below.

Date of Plan being Modified: May 18, 2020

Explain below **why** the plan is being modified:

Plan is being modified to resolve Trustee's Certification of Default regarding Debtor's previous plan which indicated the Debtor would sell his home.

Explain below **how** the plan is being modified:

Part 1(c) no longer indicates that Debtor will be selling his home.

Are Schedules I and J being filed simultaneously with this Modified Plan?  Yes  No

**Part 10: Non-Standard Provision(s): Signatures Required**

Non-Standard Provisions Requiring Separate Signatures:

NONE

Explain here:

Any non-standard provisions placed elsewhere in this plan are ineffective.

**Signatures**

The Debtor(s) and the attorney for the Debtor(s), if any, must sign this Plan.

By signing and filing this document, the debtor(s), if not represented by an attorney, or the attorney for the debtor(s) certify that the wording and order of the provisions in this Chapter 13 Plan are identical to Local Form, Chapter 13 Plan and Motions, other than any non-standard provisions included in Part 10.

I certify under penalty of perjury that the above is true.

Date: 10/09/2020

/s/ Candido Jose Franco Jr.

Debtor

Date:

Joint Debtor

Date: 10/12/2020

/s/ Javier Merino

Attorney for the Debtor



In re:  
Candido Jose Franco, Jr.  
Debtor(s)

Case No. 17-19073-VFP  
Chapter 13

District/off: 0312-2  
Date Rcvd: Jan 07, 2021

User: admin  
Form ID: pdf901

Page 1 of 2  
Total Noticed: 14

The following symbols are used throughout this certificate:

**Symbol** **Definition**

+ Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

**Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jan 09, 2021:**

<b>Recip ID</b>	<b>Recipient Name and Address</b>
db	+ Candido Jose Franco, Jr., 849 Gibbons Court, Elizabeth, NJ 07202-3106
516857188	+ All Taxi Management, 41-25 36th Street, Long Island City, NY 11101-1701
516857189	+ NY State Dept of Taxation, Attn: Bankruptcy/Finance, PO BOX 5290, albany, NY 12205-0290
516805016	+ Signature Financial, 225 Broadhollow Road, Melville, NY 11747-4822
516805017	+ Specialized Loan Servicing, 8742 Lucent Blvd Ste 300, Highlands Ranch, CO 80129-2386
516908230	+ U.S. Bank National Association,Trustee(See 410), c/o Specialized Loan Servicing LLC, 8742 Lucent Blvd, Suite 300, Highlands Ranch, Colorado 80129-2386
516805018	+ Wells Fargo Bank Card, Mac F82535-02f, Po Box 10438, Des Moines, IA 50306-0438
516805019	Wells Fargo Bank Card, Credit Bureau Dispute Resoluti, Des Moines, IA 50306
516995317	Wells Fargo Bank, N.A., Wells Fargo Card Services, PO Box 10438, MAC F8235-02F, Des Moines, IA 50306-0438

TOTAL: 9

**Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.**

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

<b>Recip ID</b>	<b>Notice Type: Email Address</b>	<b>Date/Time</b>	<b>Recipient Name and Address</b>
smg	Email/Text: usanj.njbankr@usdoj.gov	Jan 07 2021 21:17:00	U.S. Attorney, 970 Broad St., Room 502, Rodino Federal Bldg., Newark, NJ 07102-2534
smg	+ Email/Text: ustpregion03.ne.ecf@usdoj.gov	Jan 07 2021 21:17:00	United States Trustee, Office of the United States Trustee, 1085 Raymond Blvd., One Newark Center, Suite 2100, Newark, NJ 07102-5235
516805015	Email/PDF: AIS.cocard.ebn@americaninfosource.com	Jan 07 2021 22:02:28	Capital One, 15000 Capital One Dr, Richmond, VA 23238
516805014	+ Email/PDF: AIS.cocard.ebn@americaninfosource.com	Jan 07 2021 22:02:29	Capital One, Attn: General Correspondence/Bankruptcy, Po Box 30285, Salt Lake City, UT 84130-0285
517059558	Email/PDF: PRA_BK2_CASE_UPDATE@portfoliorecovery.com	Jan 07 2021 22:02:34	Portfolio Recovery Associates, LLC, c/o Capital One Bank, N.a., POB 41067, Norfolk VA 23541

TOTAL: 5

## **BYPASSED RECIPIENTS**

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

<b>Recip ID</b>	<b>Bypass Reason</b>	<b>Name and Address</b>
517634873	*+	U.S. Bank National Association Trustee (See 410), c/o Specialized Loan Servicing LLC, 8742 Lucent Blvd, Suite 300, Highlands Ranch, Colorado 80129-2386

TOTAL: 0 Undeliverable, 1 Duplicate, 0 Out of date forwarding address

## **NOTICE CERTIFICATION**

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and**

**belief.**

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Jan 09, 2021

Signature: /s/Joseph Speetjens

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## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on January 5, 2021 at the address(es) listed below:

Name	Email Address
Denise E. Carlon	on behalf of Creditor Citibank N.A., as successor Trustee to U.S.. Bank National Association, as Trustee for MASTR Alternative Loan Trust 2006-1, Mortgage Pass Through Certificates, Series 2006-1 dcarlon@kmllawgroup.com, bkgroup@kmllawgroup.com
Javier L. Merino	on behalf of Debtor Candido Jose Franco Jr. jmerino@dannlaw.com, notices@dannlaw.com;mdann@dannlaw.com;bflick@dannlaw.com;9497659420@filings.docketbird.com;Amy@DannLaw.com
Marie-Ann Greenberg	magecf@magtrustee.com
Rebecca Ann Solarz	on behalf of Creditor Citibank N.A., as successor Trustee to U.S.. Bank National Association, as Trustee for MASTR Alternative Loan Trust 2006-1, Mortgage Pass Through Certificates, Series 2006-1 rsolarz@kmllawgroup.com
U.S. Trustee	USTPRegion03.NE. ECF@usdoj.gov

TOTAL: 5